

GEORGE W. BISCOE.

JANUARY 9, 1857.—Laid upon the table and ordered to be printed.

MR. TAYLOR, from the Committee of Claims, made the following

REPORT.

The Committee of Claims, to whom the memorial of George W. Biscoe was referred, have had the same under consideration, and now report:

The memorialist claims indemnity from the United States for tobacco destroyed during the late war with Great Britain, whilst in store in warehouses at Nottingham, Magruder's Ferry, and Benedict.

There is nothing whatever in his case which distinguishes it from the cases of the representatives of Rinaldo Johnson and Ann E. Johnson, and of William G. Ridgely and Hodges & Lansdale, heretofore reported on in considering Senate bills No. 255 and 278, and for the reasons given in those reports, your committee recommend that the claim of the memorialist be rejected.

THE MEMORIAL OF GEORGE W. BISCOE, OF MARYLAND.

To the Senate and House of Representatives of the United States:

Your petitioner respectfully represents that he claims indemnity from the United States for property destroyed during the late war with Great Britain. That on the breaking out of the war, he had large quantities of tobacco in store in the public warehouse at Nottingham, Prince George's county, Maryland; Magruder's warehouse, in same county, and Benedict warehouse in Charles county. That the hogsheads of tobacco which were in the Nottingham warehouse were removed by the order of the commanding officer, and erected into a breastwork, with the view of giving protection to our troops; that the village was in imminent danger of being assailed by the enemy, hence the necessity for the defence of the place; that this necessity was so obvious that nobody pretended to deny it; and the commanding officer would have deserved a severe rebuke had he abstained from using the tobacco as a means of defence. The exercise of this power in the present instance was under circumstances of no ordinary occurrence. The unexpected advance of the British troops

upon the villages bordering on the Patuxent river, in 1814, found this section of the Union wholly unprotected. In June, 1814, when the enemy ascended the Patuxent river, within twenty-eight miles of Washington city, there was not a breastwork, nor a fortification of any description—not a solitary cannon planted to sound an alarm, or check their progress to the Capitol of this Union. What was to be done? Under these trying circumstances, the commanding officer did not hesitate. He lost no time in strengthening his position and fortifying himself in the best manner time and circumstances would allow. If the necessity exist, then that case has arrived, in which the government may take private property, or endanger its safety, for the public defence. The government did this. They did it through their officer, and the result was a loss to said Biscoe. Your petitioner prays that as the case of George Armstrong is in all respects the same with this, so far as the tobacco warehouses at Nottingham and Magruder's are concerned, the said papers, affidavits, depositions, letters and statements, &c., &c., be adopted as proofs in this case. It is well established by the depositions herewith filed that the tobacco, out of which our troops constructed a fortification, was destroyed and carried away by the British in consequence of its being used as a breastwork.—(See James Baden and Major Biscoe's affidavits, filed in Neale's case.) It must be recollected by all who are conversant with the events of the late war, that during the year of 1814, that Nottingham was little else than a garrisoned village. Both the regular army and militia made it the place of rendezvous.—(See Commodore Barney's letter to General Bowie. See note No. 1.)

Your memorialist deems it proper to account for the cause the warehouse at Nottingham was not burned, together with a house adjoining thereto, the armory, in which the arms of the militia were constantly kept. Its exemption from conflagration was owing to its immediate proximity to the village, which would have involved the entire village in flames and inevitable destruction.—(See Major Biscoe's statement. See the original affidavits of Captain James Baden and Major G. W. Biscoe, filed among the papers, and memorial of Christopher Neale, of Alexandria, as regards the occupation of the warehouses by the troops of the United States, in the destruction of the same in consequence of such occupation, and the use of the tobacco as a fortification, &c., &c.)

In relation to the destruction of the warehouse at Magruder's in Prince George's county, Maryland, the foregoing remarks may be considered as applicable, to some extent, in explaining the views upon which the claim for indemnification is founded.

The fact is supported by unquestionable testimony that the warehouses were occupied by our troops as a shelter and protection. The occupation of buildings need not be a literal occupation even for a single night. If in the presence of an enemy, it amounted to the occupation which should entitle the owner of the property to full compensation. This position must be conceded. While thus occupied, if it is destroyed, so that occupancy was the cause of its destruction, the government is bound to grant compensation. The individual who owned the property suffered from a new character induced

upon his property by the act of the government. The petitioner will further state, that the despatches of Admiral Cockburn, in giving an account of his depredations on the Patuxent river, says that he burnt the warehouses, as he considered them military posts, thus bringing the case precisely within the principles as established by the legislation of Congress.

Extracts from Cockburn's despatches, June 22, 1814.—"He says that a detachment of sailors and marines were landed on both sides of the river, (Patuxent,) and the enemy's militia had assembled to the number of three to five hundred, retreating before them in the woods; the marines destroyed the tobacco stores and several houses, *which formed military posts.*" Again, he says, "that Captain Barrie advanced from Benedict to Marlborough, a schooner was found loaded with tobacco, after which they burnt tobacco stores, containing two thousand four hundred hogsheads; the detachment re-embarked."

Your petitioner will now proceed to the investigation of the circumstances under which the tobacco stored in the warehouse at Benedict, Charles county, Maryland, was destroyed and carried away by the naval forces of Great Britain.

In June, 1814, the naval forces of Great Britain ascended the Patuxent river with a very considerable number of vessels of war; on the 15th of June they reached the village of Benedict. For the purpose of resisting the aggressive movements of the enemy, and to arrest their depredations, a portion of the troops of the United States had been stationed in Benedict. The commanding officer of the army finding the station a very exposed one, and without any fortification behind which his men could protect themselves in the event of a conflict with the enemy, and to oppose, if possible, their landing, he was compelled to resort to the only means available, to seize and remove the hogsheads of tobacco then stored in the warehouse, for the purpose of erecting a breastwork. The order to roll the hogsheads of tobacco out of the warehouse, and to construct a breastwork, was given by an officer of the United States army; that a battery was constructed out of said tobacco.—(See Cusick's testimony.)

This was the conversion of private property into the public use, and would grow out of that state of necessity which is superior to all law, and flows from what the civilians called the eminent domain which belong to all governments, and is founded on the irresistible dictate and impulse of self-preservation. Every writer in treating of the rights of sovereignty says that, when a nation is at war, it has a right to avail itself of all its means.

The rule laid down in the laws of Congress is, that if the United States, in the prosecution of a war, occupy and use the property of a citizen for military purposes, so as to make it the legitimate object for capture and destruction, according to the rules of civilized warfare, and if, in consequence of such occupancy, the enemy be drawn upon and do capture and destroy it, the owner shall be compensated out of the public treasury. This is manifestly right, and it is no more than simple justice, under the provision of the Constitution which prohibits the taking of private property for public use without just compensation.

As to the extent of the occupation of the village of Benedict by the British troops, it must be recollected by all who are conversant with the history of the late war, that the country bordering on the Patuxent river, during the year 1814, was little else than a great cantonment. The British troops held possession of this village during the whole summer and part of the fall of 1814. The regulars had been driven out of possession by the arrival of a superior naval force, and the property was destroyed by the enemy. It would be absurd to say that the government would not pay for its destruction, because our troops were not in actual possession at the time of its destruction. Your petitioner begs leave to state that the abandonment of the possession should be of such a character that the owner could take possession, and enjoy all the rights to which he was entitled, otherwise the troops would be in constructive possession.

That the regulars were stationed in the village of Benedict is a fact, sustained by the affidavit of Austin Cusick, and by the letter of the late Hon. Clement Dorsey to General Philip Stuart, then commander of the militia forces in this section of the State. Your petitioner will remark that the said Hon. Clement Dorsey was the aid-de-camp to General Philip Stuart.—(See Hon. Daniel Jenifer's statement.)

By a reference to Admiral Cockburn's despatches to Admiral Cockrane, the statement of Austin Cusick is fully sustained and corroborated. He says "that on the 15th of June, 1814, the *Narcissus* arrived, and Captain Barrie determined to proceed up the river in twelve boats, having in them one hundred and eighty marines and thirty of the *black colonial corps*; they proceeded to Benedict, where a party of regulars fled, leaving behind several muskets and a part of their camp equipage."

Again, by a reference to the Federal Republican, bearing date 24th June, 1814, which contains a diary of the operations of the enemy from the time Barney's flotilla entered the Patuxent, it will be found that Commodore Barrie, in a conversation with the honorable Clement Dorsey, stated that there were "military and artillery pieces" stationed in Benedict. This assertion on the part of the British commander is not controverted by Dorsey.—(See Clement Dorsey's conversation with the commander and herewith filed.) The facts as contained in the above recited documents go conclusively to the support of Cusick's testimony in relation to the companies of the United States being stationed in Benedict.

The most open village, if resolutely defended, will cost many men before its fall; the village of Benedict being located in an open plain, and situated immediately on the banks of the Patuxent river—from its peculiar localities, surrounded by creeks and marshes, the frame buildings, so far as the working of artillery pieces, affording no shelter, could not have been maintained for one hour against a superior force. In the next place, an officer would have displayed a great want of military knowledge, in the disposition either of artillery or infantry, to have stationed there a military force, for any effective purpose, much less have attempted to oppose the landing of the enemy's troops without constructing some work of defence, behind which his men could find protection from the firing of the enemy's vessels

of war. The conclusion seems to be irresistible, from these facts and circumstances, that the situation of our troops absolutely required the erection of a fortification. That such an entrenchment was thrown up there can be no doubt, for it is expressly stated that the tobacco was rolled out of the warehouse, and used as a fortification.—(See John L. Dorsey's affidavit.)

These are the material circumstances attending the destruction of the tobacco at the Benedict warehouse, and in the face of them can there be doubt as to the cause of the destruction? Was it not palpably the use made of this tobacco, its change from a pacific to a hostile character? Your petitioner ascribes the destruction of the tobacco to its use and occupation by the regulars of the United States service, and the preparation by them to repel the invasion by the British forces.—(See Cusick's testimony.) There is no principle better established than this, that if property is destroyed by one of the incidents to the situation and employment of our troops in which it is placed, the government is liable.

Was this tobacco in the Benedict warehouse destroyed and carried away by the British troops? In the affidavits of Zachariah Sothoron, John Moran and Austin Cusic, bearing date 11th March, 1824, and herewith filed, it is distinctly stated that the tobacco at the Benedict warehouse was destroyed and carried away by the enemy, in consequence of the use to which it was appropriated by our troops, when said forces landed in Benedict. The affiants say, "that there was considerable quantity, say four or five hundred hogsheads, of tobacco in said warehouse when said force landed;" again, these deponents say they saw the enemy "burning and otherwise destroying tobacco in the said town of Benedict, not more than thirty hogsheads remained in and about the warehouse."

Your petitioner will remark that the foregoing affidavit was found in the State department, and filed in a case pending before the board of commissioners, which assembled in the city of Washington, to adjust and examine into the validity of claims under the first article of the treaty of Ghent. According to the interpretation imposed upon this article, it was deemed unnecessary to shew how and in what manner the property was destroyed—it was merely necessary to establish the fact that the property was deported by the naval power of Great Britain, and within the waters of the United States, at the time of the ratifications of the treaty of peace. Hence the omission on the part of the affiants to state that the destruction or the carrying away of the tobacco was in consequence of its being used as a fortification for our troops—all that was required of the claimant was to show its destruction and deportation.

The conclusion that a portion of the army of the United States were stationed in Benedict, and that the tobacco was used as a fortification, and destroyed and carried away by the British forces, perfectly harmonizes with all testimony filed by your petitioner. The testimony of the deponents strengthen and support each other in all the positions assumed by your memorialist, as regards the destruction of the tobacco in the Benedict warehouse. The precedents in favor of the claim now presented are full and complete.—(See the reports of the

Committee of Claims, House of Representatives, No. 132, 29th Congress, 1st session, and reference to the case of James Tongue and others. See 15th Congress, 1st session, No. 391 House reports, 15th Congress, 1st session, 420 House reports.)

Independently of the intrinsic merits of the claim of your memorialist, it is contended that the principle of indemnity has been recognized and established by the decision in the case of James F. Sothoron, passed at December session 1848, which is, in all its circumstances, far short of the present case. In that case the principle is laid down that personal property shall be paid for by the government, whenever it is converted to public use.—(See note, No. 2.)

In the view which that committee formed of this case from the evidence, there can be no doubt they considered all the *government responsibility* attaching, as soon as the occupation commenced by the American troops, and its consequent destruction by the enemy.—(See note, No. 3.)

That, in the great lapse of time, it is a difficult work to procure testimony connected with the events of the late war with Great Britain; that many persons who witnessed the scene of what was then called the "Chesapeake depredations" have died, and but few survive to give a full history of that day. It cannot be expected that these events should be sustained by the same definite and precise proof as that which may be required, according to the strict principles of a legal proceeding, but that your honorable bodies will consider the special circumstances of the case and grant compensation in conformity with the principles of equity and justice. The 5th section of the act of 1816 declares "that where any property impressed or taken by public authority, for the use or subsistence of the army during the late war, has been destroyed, lost or consumed, the owner of such property shall be paid the value thereof." This section is general, and embraces every description of property. The precedents established and referred to in this memorial proves that Congress did not intend that the act of 1816 should form the boundary of relief; on the contrary, that it considered the special circumstances of each case, and grant indemnification in conformity with the principles of equity and expediency. There can be nothing in this section that sanctions, by the remotest implication, the doctrine that compensation should not be granted in all cases where property has been used for belligerent purposes, and offensive operations.

The change of our amicable relations with a foreign power works a change in civil government, and destroys many of the securities by which we hold our property.

Your petitioner further states that the evidence of this tobacco being stored in the warehouse at Nottingham, and at Magruder's and Benedict, is fully established by the tobacco notes which were given by the inspectors, in obedience to the laws of Maryland regulating the inspection and safe keeping of the tobacco. By the act of Maryland passed in 1801, ch. 63, section 18, it is declared that the inspector or inspectors who shall pass any tobacco shall deliver as many notes, under the hand of the inspector or inspectors, to the owner and in his name, as shall be required, in which note or receipt shall be expressed

the place and time of reception, the mark of the warehouse, the number, and the gross, tare and nett weights for all tobacco inspected and passed; and also in the note shall be expressed whether of the first or second quality, the first quality to consist of tobacco clear of and unmixed with trash; and the said notes shall be payable to the said owner or bearer, and shall be current and receivable in payment of all debts and contracts for tobacco, or judgments and decrees on contracts for tobacco, according to the terms and intention of the contract, judgment or decree, (as the case may be,) and shall be *transferable* from one person to another, and shall be paid, upon demand, by the inspector or inspectors who signed the same.—(See the notes and manifest.)

Section 26 provides a penalty for forging manifests or notes.

Section 39 declares that inspectors “are declared to be answerable to the owners of any notes mentioned and described in such manifest, so far as to produce the same hogshead or hogsheads of tobacco belonging to any owner.”—(See Dorsey’s Laws of Maryland, page 453, vol. 1.

Your memorialist prays such relief in the premises as may be fair and reasonable.

NOTE No. 1.—See Brigadier General Winder’s letter to Major Biscoe, and herewith filed; also, General Winder’s letter bearing date 27th July, 1814, to the Secretary of War, in which he says that Col. Bowen’s Regiment, 300 strong, and a detachment of regulars under the command of Lieut. Col. Scott, were stationed at Nottingham.—(See Niles’ Register, vol. 7, his approaching the town, (Nottingham,) a few shots were exchanged between the boats and page 283; also, Admiral Cockburn’s official report to Admiral Cockrane, in which he gives a detailed account of his naval operations on the waters of the Patuxent.) He says “that upon some of the enemy’s cavalry.”

NOTE No. 2.—See Senate report No. 129, 30th Congress, 1st session; House of Representatives report 57. The report of the Senate states “that it is difficult to draw a distinction, in equity, *between a claim for loss of buildings and for the personal property they contain.*”

NOTE No. 3.—See the case of John S. Stiles, adjudicated in the 27th Congress, 2d session. He claimed indemnity for vessels sunk for the defence of the city of Baltimore in 1814. The Judiciary Committee of the Senate say “that it is the duty of the government to make compensation for them and the damages which their owners had sustained.” An act passed for his relief—see vol. 6 United States Statutes at Large, page 126—also the act for the relief of sundry citizens of Baltimore for the sinking of vessels at the mouth of the harbor of Baltimore.—(See vol. 6 United States Statutes at Large, page 265.)

A manifest of tobacco, as shown by the accompanying notes, in the warehouse at Magruder’s ferry and at Benedict, upon the Patuxent river, belonging to George W. Biscoe, viz:

At Magruder’s warehouse.

H. W.—292	1,188—105.....	1,083
H. W.—293	1,162—108.....	1,054
T. W.—371	1,085—108.....	977
B. C.—183	982—111.....	871
J. T. W.—382	1,025—100	925
J. L.— 13	931—100.....	831
C. P.—317	900—100.....	800
J. T. W.—210	1,215—104.....	1,111

Benedict Warehouse.

J. B. L.— 60.....	840—110.....	730
61.....	992—114.....	878
62.....	974—112.....	862
63.....	1,082—110.....	972
64.....	956— 99.....	857
W. B.—303.....	1,150— 95.....	1,055
C. M.— 15.....	1,150—107.....	1,043
J. B. L.—345.....	925— 96.....	829
J. S.— 5.....	1,082—107.....	975
A. E.— 22.....	1,073—115.....	958
J. W.— 10.....	1,129—117.....	1,004
J. H.— 56.....	1,025—110.....	915
J. W.— 88.....	1,049—125.....	926
R. S.— 50.....	1,025—100.....	925
W. G.— 37.....	1,038— 96.....	942
J. S.— 18.....	1,062—100.....	962
J. R.— 49.....	1,111—104.....	1,007
F. H.—181.....	1,036—100.....	936
S. B.— 21.....	1,013—113.....	900
E. S.—311.....	986—125.....	861
J. B. L.— 1.....	847—107.....	740
3.....	676—103.....	573
2.....	926—102.....	824
24.....	993—112.....	881

The accompanying notes are transferable from one person to another, and shall be paid by the inspector or inspectors who signed the same, (see Dorsey's Laws of Maryland, page 453, 1st vol.) and are current and receivable in payment of all debts and contracts for tobacco, or judgments and decrees on contracts for tobacco.

A list of seventeen hogsheads of tobacco, as under noted, belonging to George W. Biscoe, of the county of Prince George's and State of Maryland, fourteen hogsheads of which were taken and carried away by the British from the tobacco warehouse at Nottingham, and three hogsheads were burnt by them at Magruder's tobacco warehouse during the invasion, in the year 1814.

Nottingham Warehouse Crop.

T. M.—No. 101.....	1,091— 90.....	1,001
I. B.— 41.....	1,127— 95.....	1,032
T. B.— 45.....	1,100—104.....	996
W. C.— 122.....	1,003—100.....	903
I. T.— 21.....	967—114.....	853
W. T.— 11.....	908— 96.....	812

Second Nottingham Warehouse.

A. B.—No.	81.....	930— 98.....	832
L. T. G.—	8.....	936— 98.....	838
I. L.—	15.....	1,100—111.....	989
I. T.—	16.....	950— 97.....	853
	17.....	1,010—105.....	905
W. T.—	4.....	900—100.....	800
G. B.—	105.....	1,000—100.....	900
T. T.—	95.....	1,048— 94.....	954

Magruder's Warehouse Crop.

I. S.—No.	109.....	1,077—115.....	962
G. W.—	222.....	1,039—100.....	939
R. V. S.—	218.....	1,010—108.....	902

I, Henry M. Chew, at present inspector of tobacco at Nottingham warehouse, do hereby certify that the above list of tobacco is a true copy of the record on the inspector's books, and that the same I fully believe were taken away by the British during the invasion, in the year 1814.

HENRY M. CHEW, *Inspector.*

I certify that the above mentioned three hogsheads of crop tobacco were in the warehouse at Magruder's at the time it was burnt by the British, in the year 1814.

JAMES BADEN, *Inspector.*

MARYLAND,
Prince George's county. } *to wit.*

Be it remembered, that on this 23d day of February, 1848, appears George W. Biscoe, and makes oath on the Holy Evangely of Almighty God that the above list of seventeen hogsheads of tobacco is just and true, to the best of his knowledge and belief.

Sworn to before

THOMAS M. D. BADEN,
Justice of the Peace.

MARYLAND,
Prince George's county. } *sct.*

I hereby certify that Thomas M. D. Baden, gentleman, before whom the within and foregoing acknowledgment appears to have been made,

was, on the day of the date thereof, one of the said State's justices of the peace in and for said county, duly commissioned and sworn.

In testimony whereof I have hereunto subscribed my name and [L. s.] affixed the seal of Prince George's county this 26th day of February, 1848.

JOHN R. BROOKE,
Clerk Prince George's County Court.

Statement of George Morton, of Prince George's county, Maryland.

I have been requested to state my views of the signature of the late Benjamin Wood, of Charles county, Maryland, who was inspector of tobacco at the warehouse at Benedict, Charles county, Maryland, and I have no hesitation in saying, after an examination of the receipts of the tobacco notes, to which his name is attached, that, from my general knowledge and recollection of his handwriting, having lived in Benedict during the time that he acted as inspector, the signatures of the said Wood to said notes are true and genuine. The receipts are marked 1, 2, 3 and 4.

I will further remark that, from general recollection and knowledge of the handwriting of the late Henry Wood, who was inspector of the tobacco warehouse at Benedict, the signatures to which his name is attached, as inspector of tobacco, to the tobacco notes Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, are true and genuine.

PRINCE GEORGE'S COUNTY, *Maryland.*

DECEMBER 24, 1849.

Personally appeared before me, a justice of the peace in and for the said county, George Morton, and maketh oath on the Holy Evangely of Almighty God, that the statements above are true and correct, to the best of his knowledge and belief.

Sworn before

JOS. C. THOMAS, *Justice of the Peace.*

DECEMBER 24, 1849.

I hereby certify that George Morton, of Prince George's county, Maryland, is a gentleman of the highest honor and integrity, and full confidence may be given to all statements made by him.

JNO. D. BURLING.

MAY 3, 1850.

The supplemental memorial of George W. Biscoe, respectfully represents to the Senate and House of Representatives of the United

States, that he has a small claim now pending before the Committee of Claims of the House, which has heretofore been rejected, the testimony not being deemed sufficient; since the rejection of this claim, your memorialist begs leave to state that sundry claims, precisely similar to his, have been allowed, and he most respectfully refers the committee to the reports and testimony in those cases to that portion of them particularly relating to the destruction of the warehouse and the tobacco contained therein, in the village of Nottingham, in Maryland, in which his tobacco was stored, believing as he does that the committee will discover his claim for indemnity rests upon the same testimony; he respectfully asks that a bill may be reported for his relief, as in duty bound he will ever pray, &c.

GEO. W. BISCOE.

PATUXENT RIVER,
Magruder's Warehouse, November 1, 1809.

Received of Henry Wood two hogsheads crop tobacco, as under noted, deliverable to the bearer on demand.

H. W.—292.....	1,188—105.....	1,083
293.....	1,162—108.....	1,054

JOHN NAYLOR.

PATUXENT RIVER,
Magruder's Warehouse, January 10, 1810.

Received of Thomas Watson one hogshead crop tobacco, as under noted, deliverable to the bearer on demand.

T. W.—371.....	1,085—108.....	979
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JOHN NAYLOR.

PATUXENT RIVER,
Benedict Warehouse, December 23, 1813.

Received of John B. Lyon five hogsheads crop tobacco, mark, numbers, and weights as per margin, which I promise to deliver to the said Lyon or order, for exportation when demanded.

I. B. L.—60.....	840—110.....	730
61.....	992—114.....	878
62.....	974—112.....	862
63.....	1,082—110.....	972
64.....	956—99.....	857

BENJAMIN WOOD,
Inspector.

PATUXENT RIVER,
Magruder's Warehouse, January 17, 1810.

Received of John T. Wood one hogshead second tobacco, as under noted, deliverable to the bearer on demand.

I. T. W.—210..... 1,215—104..... 1,111
 JOHN NAYLOR.

PATUXENT RIVER,
Magruder's Warehouse, November 15, 1809.

Received of Charles Pierce one hogshead crop tobacco, as under noted, deliverable to bearer on demand.

C. P.—317..... 900—100..... 800
 JOHN NAYLOR.

PATUXENT RIVER,
Magruder's Warehouse, March 31, 1810.

Received of Joseph Litchworth one hogshead second tobacco, as under noted, deliverable to the bearer on demand.

I. L.—13..... 931—100..... 831
 JOHN NAYLOR.

PATUXENT RIVER,
Magruder's Warehouse, January 17, 1810.

Received of John T. Wood one hogshead crop tobacco, as under noted, deliverable to the bearer on demand.

I. T. W.—382..... 1,025—100..... 925
 JOHN NAYLOR.

PATUXENT RIVER,
Magruder's Warehouse, September 13, 1809.

Received of Bladon Crawsoft one hogshead crop tobacco, as under noted, deliverable to the bearer on demand.

B. C.—183..... 982—111..... 871
 JOHN NAYLOR.

PATUXENT RIVER,
Benedict Warehouse, March 11, 1814.

Received of John B. Lyon two hogsheds crop tobacco, marks, numbers, and weights as per margin, which I promise to deliver to the said Lyon or order, for exportation, when demanded.

I. B. L.—1..... 847—107..... 740
 3..... 676—103..... 573

BENJAMIN WOOD,
Inspector.

PATUXENT RIVER,
Benedict Warehouse, March 11, 1814.

Received of John B. Lyon one hogshead second tobacco, marks, numbers, and weights as per margin, which I promise to deliver to the said Lyon or his order, for exportation, when demanded.

I. B. L.—2..... 926—102..... 824

BENJAMIN WOOD,
Inspector.

PATUXENT RIVER,
Benedict Warehouse, December, 23, 1813

Received of John B. Lyon one hogshead of second tobacco, marks, numbers and weights as per margin, which I promise to deliver to the said Lyon or his order, for exportation, when demanded.

I. B. L.—24..... 993—112..... 881

BENJAMIN WOOD,
Inspector.

Patuxent River, Benedict Warehouse, June 26, 1810.

Mark.	No.	Gross.	Tare.	Net.	
F. H.	181	1036	100	936	Received of Francis Hickey one hogshead of crop tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Hickey, or his order, for exportation, when demanded.
					HENRY WOOD, <i>Inspector.</i>

First quality.

Patuxent River, Benedict Warehouse, March 30.

Mark.	No.	Gross.	Tare.	Net.	
C. M.	15	1150	107	1043	Received of Charles Moran one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Moran, or his order, for exportation, when demanded.
					HENRY WOOD, <i>Inspector.</i>

Second quality.

Patuxent River, Benedict Warehouse, October 24, 1812.

Then received of Jonathan Woodburn one hogshead of crop tobacco, marks, numbers, and weights as per margin, which tobacco I promise to deliver to said Woodburn or his order, for exportation, when demanded.

BENJAMIN WOOD, *Inspector.*

I. W.—88—1049—123—926.

Patuxent River, Benedict Warehouse, April 6, 1810.

Mark.	No.	Gross.	Tare.	Net.	
S. B.	21	1013	113	900	Received of Samuel Bourroughs one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Bourroughs, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector</i> .

Second quality.

Patuxent River, Benedict Warehouse, June 24, 1809.

Received of Rezin Smoot one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Smoot, or order, for exportation, when demanded.

HENRY WOOD, *Inspector*.

R. S.—50—1025—100—925.

Second quality.

Patuxent River, Benedict Warehouse, May 26, 1809.

Mark.	No.	Gross.	Tare.	Net.	
W. G.	37	1038	96	942	Received of William Good one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver the said Good, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector</i> .

Second quality.

Patuxent River, Benedict Warehouse, April 6, 1810.

Mark.	No.	Gross.	Tare.	Net.	
I. S.	18	1062	100	962	Received of Joseph Simpson one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Simpson, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector</i> .

Second quality.

Patuxent River, Benedict Warehouse, April 6, 1810.

Mark.	No.	Gross.	Tare.	Net.	
F. H.	56	1025	110	915	Received of Francis Hickey one hogshead of crop tobacco, mark, number, and weight as per margin, which I promise to deliver the said Hickey, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector</i> .

First quality.

Patuxent River, Benedict Warehouse, November 6, 1810.

Received of William Burroughs one hogshead of crop tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Burroughs, or his order, for exportation, when demanded.

HENRY WOOD, *Inspector*.

W. B.—303—1150—95—1055.

First quality.

Patuxent River, Benedict Warehouse, January 8, 1810.

Mark.	No.	Gross.	Tare.	Net.	
E. S.	311	986	125	861	Received of Elizabeth Sothoron one hogshead of crop tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Sothoron, or her order, for exportation, when demanded. HENRY WOOD, <i>Inspector.</i>

First quality.

Patuxent River, Benedict Warehouse, April 6, 1810.

Mark.	No.	Gross.	Tare.	Net.	
A. E.	22	1073	115	958	Received of Alexander Edwards one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Edwards, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector.</i>

Second quality.

Patuxent River, Benedict Warehouse, March 22, 1811.

Mark.	No.	Gross.	Tare.	Net.	
I. B. L.	343	925	96	829	Received of John B. Lyon one hogshead of crop tobacco, mark, number, and weight as per margin, which I promise to deliver the said Lyon, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector.</i>

First quality.

Patuxent river, Benedict Warehouse, October 25, 1808.

Received of Josiah Robey one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Robey, or order, for exportation, when demanded.

HENRY WOOD, *Inspector.*

I. R.—49—1111—104—1007.

Second quality, put in the long house.

Patuxent river, Benedict Warehouse, March 29, 1810.

Mark.	No.	Gross.	Tare.	Net.	
I. W.	10	1121	117	1004	Received of John Waters of John one hogshead of second tobacco, mark, number, and weight as per margin, which I promise to deliver to the said Waters, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector.</i>

Second quality.

Patuxent river, Benedict Warehouse, March 27, 1810.

Mark.	No.	Gross.	Tare.	Net.	
I. S.	5	1082	107	975	Received of Joseph Simpson ——— hogshead of ——— tobacco, mark, number, and weight as per margin, which I promise to deliver the said ———, or his order, for exportation, when demanded. HENRY WOOD, <i>Inspector.</i>

First quality.

